REINSTATEMENT OF MORTGAGE RELEASED BY MISTAKE.—Where one releases a deed of trust, and takes a new deed of trust for the balance of his debt, a lienor subsequent to the first deed of trust is held, in *Attkisson* v. *Plumb* (W. Va.), 58 L. R. A. 788, to get a preference over the second deed of trust, and equity will not cancel the release against such second lienor, except for fraud and mistake.

The cases as to the right to reinstatement of the mortgage when released or discharged by mistake are collated in a note to this case.

WILLS—EMINENT DOMAIN—PASSING OF PROCEEDS OF LANDS.—A will of real estate is held, in *Ametrano* v. *Downs* (N. Y.), 58 L. R. A. 719, not to pass the amount received for the property under eminent domain proceedings consummated during the testator's lifetime.

The passing of proceeds of land under a devise of real property is discussed in a note to this case.

In *King* v. *Sheffey*, 8 Leigh, 614, an alienation of real property by testator during his life time was held to revoke a devise of its proceeds.

VENDOR AND PURCHASER—VENDOR'S LIEN RESERVED—APPLICATION OF INSURANCE MONEY.—Under a contract to purchase real estate and pay the purchase price in instalments, which provides that the purchaser shall keep the property insured for the benefit of the vendor, it is held, in *Naquin* v. *Texas Savings & R. E. Invest. Asso.* (Tex.), 58 L. R. A. 711, that the purchaser cannot, in case of injury to the property by fire, insist that the insurance money shall be applied in reduction of the indebtedness not yet due, when its amount, added to the value of the lot, does not equal the unpaid purchase money, but the vendor is held to have the right to apply it in restoring the property for the protection of its security.

MORTGAGES—VALIDITY—EVIDENCE.—As between the parties, a mortgage is good though not properly attested, and is admissible in evidence upon proof of its execution. *Pulliam* v. *Hudson* Ga.), 43 S. E. 407.

This is the well-recognized doctrine in Georgia, though in *Dugger* v. *Collins*, 69 Ala. 324, it was held that a real estate mortgage without subscribing witnesses is absolutely void. In *Carrier* v. *Bank*, 33 Md. 235, an attestation was held not essential even to the validity of the mortgage. So in Michigan: *Baker* v. *Clark*, 52 Mich. 22. Few of the cases, however, seem to deal with the point in the principal case—the validity of the instrument between the parties.

OFFICIAL BONDS—CONSTRUCTION.—Where the undertaking of an official bond is to pay over to the persons authorized to receive it all money collected by the official by virtue of his office, the sureties on the bond are liable, up to the amount of the bond, for the failure of the official to pay over money which he has collected, even though he may have previously collected and paid over a sum greater than the amount of the bond. The undertaking of the sureties is to see that the official pays over all money which he collects, and their liability does not cease when an amount equal to the penal sum named in the bond is collected and paid to the proper authorities. *Graham* v. *City of Baxley* (Ga.), 43 S. E. 405.